

Jesup

Teamsters #238 (Police)

7/1/2005 6/30/2008

AGREEMENT  
BETWEEN  
CITY OF JESUP, IOWA  
AND  
CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #238

JULY 1, 2005

TO

JUNE 30, 2008

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## PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE CITY OF JESUP, IOWA, HEREINAFTER REFERRED TO AS "EMPLOYER", AND THE CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL # 238, HEREINAFTER REFERRED TO AS "UNION".

## ARTICLE 1.

### RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5078, to-wit:

INCLUDED: All regular full-time police officers of the City of Jesup Police Department.

EXCLUDED: Chief of Police, confidential employees, employees of other City departments, and all others excluded by Section 20.4 of the Act.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included in the bargaining unit as the case may be.

## ARTICLE 2.

### DEFINITIONS

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the employer and defined in Article 1, Recognition, Section 1 hereof.

Section 4. A REGULAR EMPLOYEE is an employee, other than a temporary or a part-time employee, who has completed the probationary period.

Section 5. A PROBATIONARY EMPLOYEE is an employee who has not successfully completed three (3) months of continuous service with the employer.

Section 6. A PART-TIME EMPLOYEE is any person employed by the Employer on a continuing part-time basis i.e., working less than forty (40) hours per week.

Section 7. A TEMPORARY EMPLOYEE is any person employed by the Employer for a period of six (6) months or less in a contract year.

Section 8. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

Section 9. CHIEF is the Chief of the Jesup Police Department. The Chief is a working member of the Police Department and may work a scheduled shift.

### ARTICLE 3.

#### MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer.
- e) the right to determine the size and location of the Employer's operations, to determine the type and amount of equipment to be used, and to determine and implement methods by which its operations are to be conducted;
- f) the right to determine and implement assignments by which the department operations are to be conducted, the right to determine methods and material to be used, including the right to introduce new methods or facilities and to change existing methods and facilities;
- g) the right to determine and implement the number of personnel needed to conduct the operations of the department and the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote, assign and detain employees;
- i) the right to discipline;

- j) the right to suspend and discharge employees for proper cause;
- k) the right to relieve public employees from duties because of lack of work or for other legitimate reasons;
- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided however, that these rights will not be used for the purpose of discriminating against any employee because of membership or nonmembership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## ARTICLE 4.

### UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There will be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 2. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 3. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.



Section 4. The Employer recognizes the right of the Union to designate one (1) steward to handle Union business. The Union shall provide the Employer with the name of such steward and any changes made from time to time.

Section 5. The authority of the steward, as designated by the Union, shall be limited to and shall not exceed the following duties and activities:

- a) the investigation and presentation of grievances with the Employer;
- b) the transmission of messages and information originated and authorized by the local Union or its officers, provided such messages and information has been reduced to writing, or if not reduced to writing, it is of such a routine nature that it does not involve work stoppage or slowdowns.

## ARTICLE 5.

### WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone

or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of violation of a section above, all legal censures of the Act shall apply.

## ARTICLE 6.

### DUES CHECK OFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by the Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues and initiation fees in the amounts certified with such authorizations or as the same may be modified by written notification from the Union. The Employer will remit such money together with a statement listing the amount of money withheld from each employee, to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the City and shall automatically be cancelled upon termination of employment.

Section 3. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits and other forms of liability, found against the Employer arising out of the operation of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

## ARTICLE 7.

### SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire and becomes applicable immediately following completion of the probationary period.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Any protest as to the correctness of this list must be made in writing to the Employer within thirty (30) days after it is posted.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactorily to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

Section 4. Seniority will govern in the choice of vacation periods, provided such choice has been exercised by March 1 of each year.

## ARTICLE 8.

### PROCEDURE FOR STAFF REDUCTION

Section 1. In the event the Employer determines that an employee must be laid off within a classification, the Employer shall consider qualifications and seniority, and if qualifications are equal between or among effected employees, seniority shall govern. A temporary, part-time or probationary employee performing duties within the classification from which the employee has been or is to be laid off, shall be laid off first, in that order. No temporary, part-time or probationary employee shall have any right of recall.

Section 2. The Employer agrees, insofar as is possible, to give at least fourteen (14) calendar days' notice to an employee who is to be laid off except where the staff reduction is caused by events beyond the control of the Employer.

Section 3. Within a department, an employee will be returned to work in the reverse order in which that employee was laid off. No new employee will be hired for a job in that classification until an employee laid off from the classification has failed to comply with a notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested to the employee's latest advised address.

Section 5. An employee shall report to work within seven (7) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date.

## ARTICLE 9.

### HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work for all classifications as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule. A normal workday shall consist of eight (8) hours of work. A normal workweek shall be forty (40) hours of work, however, this is not to be interpreted as a guarantee of a forty (40) hour workweek.

Section 2. It is understood and agreed that the work schedule for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also

understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union as much advanced notice as possible of any major change in work schedules.

Section 3. To the extent reasonable possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a fifteen (15) minute break during the second half of the work day. Any employee will receive a paid thirty (30) minute lunch break to the extent reasonably possible.

Section 4. The Chief shall establish the work schedule for each employee. When the Chief becomes aware of the necessity of a schedule change, he will make said change and a reasonable attempt to notify the affected employee(s) within the next regular administrative workday (Monday-Friday).

Section 5. Saturdays and Sundays falling within the employee's scheduled workweek shall be considered normal workdays.

Section 6. Requests for any time off, regardless of whether they necessitate a schedule change, will be acted upon and the Chief will make a reasonable attempt to notify the person submitting the request within the next regular administrative workday.

Section 7. To the extent reasonably possible, each employee shall receive at least eight (8) hours off between shifts. If the City calls an employee to work with less than eight (8) hours off, the employee shall receive one and a half (1 1/2) times the normal rate of pay, except in cases of natural disaster, unforeseen absenteeism, employee sick time, or other emergencies of a similar nature.

Section 8. The Chief, where reasonable possible, will provide written notice of any

permanent shift changes two (2) weeks prior to any permanent change. A permanent shift change shall be any change of hours intended to last in excess of ninety (90) calendar days. If the Chief and employees mutually agree to a schedule or work change, there need not be a minimum notice.

## ARTICLE 10.

### OVERTIME/CALLBACK/STANDBY

#### A. OVERTIME

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week. An employee shall be required to work such overtime as the employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime.

Section 5. Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay, as set out in Appendix A.

Section 6. The Employer will, as far as possible, and consistent with the needs of the classification, offer overtime on an equal basis to all employees within the classification. An employee shall be required to work overtime when offered by the Employer.

Section 7. In the event an employee is called in to work on their regular scheduled day off, the employee will be paid a minimum of two (2) hours at one and one-half (1 1/2) times their regular

rate of pay for all time worked on the day off in excess of the forty (40) hour workweek.

Section 8. An employee may request compensatory time off in lieu of overtime pay at the rate of one and one-half (1 1/2) hours compensatory time earned for all work performed in excess of forty (40) hours per week. The request for comp time is subject to the approval of the Chief. No employee shall maintain a balance of unused compensatory time in excess of eighty (80) hours.

#### B. CALLBACK

Section 1. An employee will be paid a minimum of one (1) hour of straight time pay in the event the employee is called back to work by the Employer.

Section 2. Callback does not apply if the employee is called to work one (1) hour or less prior to the start of the employee's shift or is called back to work within one (1) hour of the end of the employee's shift. Call back does not apply to an employee ordered to work beyond the end of the employee's regular shift.

#### C. STANDBY

Section 1. Standby is defined as time when the Employer specifically requires an employee to be immediately available to report for duty during a scheduled time off. An employee who fails to comply with the Employer's directive is subject to discipline.

Section 2. An employee required to be on "standby" will receive one (1) hour of



compensatory time for any time up to four (4) hours that the employee is required to be on standby. If an employee is required to be on standby for a period of time greater than four (4) hours, the employee shall receive an additional one (1) hour of straight time pay for standby time beyond the initial four (4) hours period up to the eighth (8th) consecutive hour. Standby time will not be considered as time worked for the purposes of computing overtime. An employee will not be required to be on standby during approved vacation or leaves of absence as defined in this Agreement.

Section 3. An employee on standby who is called back to work shall not receive callback pay or any additional compensation until the employee has completed one (1) hour of work, or unless the callback causes overtime to occur.

## ARTICLE 11.

### HOLIDAYS

Section 1. The following days are designated as holidays, to-wit: New Year's Day, ½ day on Good Friday, Memorial Day, July 4th-Independence Day, Farmers' Day (if observed during a weekday), Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve day.

Section 2. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday

after the holiday. An employee who is on lay-off, or who is under suspension is not eligible for holiday pay.

Section 3. If an employee works the holiday, the employee shall be paid one and one-half times their regular hourly rate for each hour worked. In addition, the employee shall be credited with a bank of eighty-four (84) hours paid time off on July 1 of each year. These hours may be used separately or in conjunction with vacation time. The hours must be used by June 30 of each year. If an employee leaves prior to June 30 all hours will be pro-rated.

Section 4. To be eligible for holiday pay, the employee shall have worked the last scheduled workday prior to and the next scheduled workday immediately following the holiday, unless the employee is excused by the Chief or is absent due to a verified illness or injury.

## ARTICLE 12.

### LEAVES OF ABSENCE

#### A. Sick Leave

Section 1. The employee shall earn sick leave at a rate of eighteen (18) days per year, accumulated at one and a half (1 1/2) days of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one hundred twenty (120) days.

Section 2. Sick leave may be used for an employee's personal illness, physical incapacitation, injury and medical and dental appointments during work hours. The employee may use accrued sick leave for the care of an immediate family member, residing in the employee's household or for which the employee has shared or joint physical care of a child, for the physical incapacitation, illness, injury or medical and dental appointments. In the event of sickness or injury,

the employee will receive straight time pay for each work day that the employee is sick to the extent of their earned sick leave credit, but no more sick benefit per week than the employee's pay for a normal work week.

Section 3. To be eligible for paid sick leave, an employee shall notify the employee's supervisor and City Clerk at least four (4) hours before the beginning of the scheduled tour of duty, unless the employee is unable to notify the Employer because of an emergency.

Section 4. An employee using sick leave for three (3) or more consecutive workdays must substantiate the illness with a doctor's certificate. Any lesser time may be required to be substantiated, at the discretion of the Chief. Said substantiation may be by written statement from the medical profession. The statement must show the kind and nature of the sickness or injury; that the employee has been incapacitated for work for the period of their absence; and that the employee is physically able to return to work and perform their regular duties.

Section 5. Sick leave shall not be granted the last two (2) weeks of employment, unless there is an excuse from a medical doctor.

Section 6. No employee shall be entitled to compensation for unused sick leave time, and termination of service shall terminate any and all objections of the Employer in connection with any unused sick leave time.

Section 7. Sick leave shall be taken in increments of at least one (1) hour at a time. An employee on sick leave shall receive the employee's regular rate of pay as set out in Appendix A.

B. Funeral Leave

Section 1. An employee will be granted, not to exceed five (5) days, paid leave of absence in order to attend the funeral of the employee's spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

Section 2. An employee will be granted, not to exceed one (1) day, paid leave in order to attend the funeral of the employee's grandparent, aunt and uncle. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

Section 3. An employee may request one (1) day off without pay to attend the funeral of a relative or friend or to serve as a pallbearer. An employee may request, not to exceed two (2) days off without pay, to attend the funeral of a relative listed in Section 1 or 2, if additional travel time is needed in order to attend the funeral.

C. Jury Duty

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return

to work and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

D. Military Leave

Section 1. The Employer shall comply with the statute @29a.28, Code of Iowa granting leave of absence for military pay, as the same may be amended from time to time.

E. Voting Leave

Section 1. The employer shall comply with the statute 49.109, Code of Iowa, as the same may be amended, granting an eligible voter time to vote.

F. Personal Leave

Section 1. Each employee shall receive two (2) days of paid personal leave each year.

G. Leave of Absence Without Pay

Section 1. A general leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in writing. The employee will be given a copy of the authorization. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee

becomes gainfully employed while on leave of absence, the employee shall be considered to have voluntarily resigned.

Section 3. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll.
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits or allowances;
- d) shall not acquire additional seniority;
- e) shall not be entitled to holiday leave, or any other leave.

The Employer may make an exception in writing to any of the above conditions (a-e) for leaves not exceeding ten (10) days.

## ARTICLE 13.

### VACATIONS

Section 1. An employee who has satisfactorily completed the initial probation period shall earn paid vacation time at the following rate:

- a) After the first year of employment, the employee shall receive forty (40) hours paid vacation.
- b) An employee who has completed two (2) years of employment shall receive eighty (80) hours paid vacation.
- c) An employee who has completed ten (10) years of employment shall receive one hundred twenty (120) hours paid vacation.

Section 2. No vacation will be granted or paid during the first year of employment until the employee has completed the entire year of service.

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed.

Accordingly:

- a) A vacation earned must be taken by the employee prior to the employee's next anniversary date, provided that up to ten (10) days of vacation may be carried over to the next anniversary year with the written approval of the Employer.
- b) No employee shall be entitled to vacation pay in lieu of vacation.
- c) An employee may not take back-to-back vacations within any fourteen (14) day period.
- d) Requests for vacation must be received at least one (1) week in advance of the requested vacation leave.
- e) Upon termination of employment for whatever reason, an employee or the employee's estate shall receive a lump sum payment for any vacation earned and not previously taken, at the employee's last regular rate of pay.

Section 4. So far as possible, each vacation will be granted at the times selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods is reserved exclusively to the Employer. The department may establish a seniority system to give senior employees preference in the selection of vacation.

Section 5. No more than two (2) employees may take vacation at any one (1) time, without the consent of the Chief.

Section 6. In the event a holiday occurs within an employee's vacation period, such day will be counted as a holiday and not as a day of vacation.

Section 7. Seniority shall govern in the choice of vacation periods, provided such choice has been exercised by March 1 of each year.

Section 8. If an employee becomes ill, injured or otherwise qualified for sick leave benefits as defined in this Agreement while on vacation, sick leave may be used on proof of illness or injury. It shall be the employee's responsibility to notify the Employer immediately in the event the employee intends to request sick leave.

#### ARTICLE 14.

##### GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 2. An employee believing they have grounds for a grievance shall discuss the matter directly with the Chief or request the Union steward or business representative to discuss the grievance with the Chief.

Section 3.

Step I. An employee that has a grievance may present the grievance in writing to the Chief of Police within seven (7) calendar days after the oral discussion with the Chief. The grievance shall be signed by the employee and shall state the facts of the alleged violation, the specific provisions of the Agreement that are in dispute, and the relief or remedy which is desired. The Chief shall



investigate the grievance and issue a decision in writing within a period of seven (7) calendar days. The failure of the Chief to issue a decision within seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step II. If the grievance is not settled in Step I, the Union may appeal to arbitration. The Union shall within ten (10) calendar days from the date that the Chief's answer was given or was due, whichever is later, request arbitration by written notice submitted to the Chief, and signed by the Union and the employer. The written grievance as submitted to the Employer in Step I shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of the arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators all of whom shall reside in the State of Iowa.

Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses, at any step of the proceedings and must be represented by the Union in Step II. The Union may also process the grievance on its own.

Section 5. The failure of an employee, or the Union, to appeal a grievance to the next step

within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Union to the next step.

Section 7. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within twenty (20) working days, unless an extension of time is granted by the parties. the arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee, and the Union. Any decision rendered shall not be retroactive beyond the date on which the alleged grievance occurred.

Section 8. The Employer and the Union shall share equally any joint cost of the arbitration procedures, such as the fees and expenses of the arbitrator, and court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

## ARTICLE 15.

### INSURANCE

#### A. Health and Medical Insurance

Section 1. The Employer shall maintain for each employee a health and medical insurance policy. Prior to any change in the policy or to any change in the carrier, the Employer and the Union will agree to any changes.

#### Section 2.

- a) The Employer will pay 80% of the premium and the employee will pay 20% of the premium. The employee may choose either single coverage or family coverage. The employee shall pay any deductible cost or coinsurance cost as set out in the insurance policy.

## ARTICLE 16.

### WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A that is attached hereto and by this reference made a part hereof.

Section 2. An employee whose pay is in dispute shall have the right to examine, at reasonable times, the time sheets and other records pertaining to the computation of the pay of that employee.

## ARTICLE 17.

### GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 4. Employees of the Police Department shall not use their own transportation for Employer business, unless specifically authorized and directed by the Chief. Personal car mileage reimbursement shall be at the IRS per mile and shall be paid once per month, if applicable.

Section 5. The Employer may provide safety, job training or educational programs, and it shall be a condition of employment that each employee actively participate when such programs are conducted during working hours or when directed by the Chief.

Section 6. Each employee will be provided with a copy of all written departmental rules and regulations.

Section 7. A full-time employee subpoenaed to appear in court to testify in some official capacity on behalf of the City, during an employee's scheduled day off, shall be entitled to a minimum of two (2) hour's pay at the employee's regular rate of pay or the actual time spent in court testifying, whichever is greater.

## ARTICLE 18.

### UNIFORM ALLOWANCE

Section 1. All newly hired full-time officers will be issued two (2) winter shirts, two (2) summer shirts, two (2) trousers, one (1) bulletproof vest, one (1) winter coat, and one (1) clip-on tie at no cost to the employee. Additionally, the City will issue all other equipment required by the department.

Section 2. A uniform allowance of \$450.00 will be paid to each full-time officer and part-time officers who work 30 hours or more on the pay period following his/her anniversary date of hire.

## ARTICLE 19.

### LONGEVITY SCHEDULE

Section 1. Longevity pay will be computed for all employees on the following basis, the payment will be made in equal amounts on each paycheck:

7 - 9 Years of Employment	\$25.00 per month
10 - 14 Years of Employment	\$35.00 per month
15 - 19 Years of Employment	\$45.00 per month
20 - 24 Years of Employment	\$55.00 per month
25 - 29 Years of Employment	\$65.00 per month
30 + Years of Employment	\$75.00 per month

ARTICLE 20.

EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2005 and shall continue through June 30, 2008.

Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2005, notice must be given prior to September 15, 2004, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 7<sup>th</sup> day of April, 2005.

CITY OF JESUP, IOWA

CHAUFFEURS, TEAMSTERS AND HELPERS,

LOCAL #238

By: Mark H. Collins  
Mayor

By: [Signature]  
Business Representative

Attest: Linda Rummel  
City Clerk

By: [Signature]  
Secretary-Treasurer

## APPENDIX A

### Wage Schedule

<u>Classification</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Starting Patrol Officer (uncertified)	\$12.35	\$12.72	\$13.10
Starting Patrol Officer (certified)	\$12.83	\$13.21	\$13.61
After 1 year	\$13.78	\$14.19	\$14.62
After 2 years	\$14.72	\$15.16	\$15.61
Sergeant	\$15.26	\$15.72	\$16.19